

Category of Service	General Description of Service	Specific Service Elements
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<p><u>TC-09-053 - Data Center Operations, System Support &amp; Planning</u>          Services - Services covered under this Schedule consist of data center operations, support and planning.          Effective Date - 1/15/97</p>	<p>Specific services provided include Data Center Planning, Data Center Operations and Data Center Systems Support defined a bundled set of services, introduced via the work entry process.</p>
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**B. Active Services -  
Tariffed**

1MB - Services as defined in CPUC Tariff A5      Active

CENTREX - Services as defined in CPUC Tariff A9      Active

PBX Trunk - Services as defined in CPUC Tariff A5      Active

High Capacity DS1 - Services as defined in CPUC Tariff 175-T, Section 7      Active

Advanced Digital Network (56Kbps) - Services as defined in CPUC Tariff 175-T, Section 7      Active

Frame Relay - Services as defined in CPUC Tariff 175-T, Section 18      Active

Primary Rate ISDN - Services as defined in CPUC Tariff 175-T, Section 18      Active

Toll - Free (800/888) - Services as defined in CPUC Tariff A7      Active

Basic Rate ISDN - Services as defined in CPUC Tariff A5      Active

FDDI SSE - Services as defined in CPUC Tariff K, Section 3.1      Active

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## C. Inactive Services

Dedicated SONET Ring - Services Cancelled 7-25-97  
as defined in FCC Tariff #128  
Sections 7.4.16 and 7.5.13

TC-08-046 - Human Resources Consultant Services. Cancelled 6/16/96  
Services covered under this Schedule consist of development of presentations, preparation of proposals, etc.  
Effective Date - 3/4/96

TC-09-055 - Standard Desktop Consulting Services. Cancelled 3/97  
Services covered under this Schedule consist of technical consulting and functional services. Effective Date - 1/20/97

TC-14-041- Corporate Intelligence Center. Cancelled 6/1/96  
Services covered under this Schedule consist of secondary research support, comprehensive collection of books, periodicals, reference materials, and annual reports, etc. Effective Date - 1/15/96

TC-15-043 - Warehousing Services. Cancelled 1/1/96  
Services covered under this Schedule consist of warehousing operations - receiving, inspecting and storing client's material shipments, delivery operations, etc.  
Effective Date - 1/15/96

TC-15-052 - General Contracting Services. Cancelled 1/7/98  
Services covered under this Schedule consist of writing, negotiating, preparation, and administration of various vendor contracts for all companies within the Telesis corporation. Effective Date - 2/19/97

Category of Service	General Description of Service	Specific Service Elements
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TC-16-047 - Property Management Consulting Services. Canceled 2/16/97  
 Services covered under this Schedule provide real estate consulting services to Pacific Bell Communications.  
 Effective Date - 5/13/96

TC-16-049 - Property Management Facility and Site Management. Canceled 1/1/97  
 Services covered under this Schedule provides facility and site management to Pacific Bell Communications. Effective Date - 8/1/96

TC-29-051 - CIC Identification Service. Canceled 12/31/96  
 Services covered under this Schedule includes the expenses of individual employees from any organization within Pacific Bell who performs work to replace CIC 372 with the CIC 9000. Effective Date - 10/15/96

TC-32-038 - Engineering Services. Canceled 1/16/97  
 Services covered under this Schedule consist of engineering and support for site preparation and equipment installation for client.  
 Effective Date - 10/17/96

TC-32-040 - PBNet - Collocated Employees Services. Canceled 8/1/96  
 Services covered under this Schedule consist of repair and maintenance of the plant investment. Effective Date - 1/15/96

TC-32-057 - Statewide Line Engineering Consulting Services. Canceled 12/10/97  
 Services covered under this Schedule provide advice and counsel on placement of equipment within the building, environmental requirements, type of power equipment, etc. Effective Date - 4/18/97

Category of Service	General Description of Service	Specific Service Elements
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TC-62-039 - Central Office Collocation (DC Power) Services. Cancelled 1/1/96  
 Services covered under this Schedule provides CO plant and equipment modifications required for collocation of client equipment, and installation of client dedicated equipment. Effective Date - 1/18/96

TC-62-044 - Internal Telecommunications Services (ITS). Cancelled 1/16/97  
 Services covered under this Schedule provide to those non-tariffed ITS data communications services as data consulting, order writing and processing, and installation and maintenance. Effective Date - 1/18/96

TC-64-042 - Contracting, Engineering and Purchasing Services. Cancelled 1/16/97  
 Services covered under this Schedule consist of engineering, purchasing and buying of Asset Managing Capital Investments required for client. Effective Date - 1/18/96

D. PB Purchase of Services from PBCom

PB-01-001 Employee Under Contract. Effective Date - 12/10/96 Services of Ken Rovai

PB-01-002 Employee Under Contract. Effective Date - 10/15/96 Services of Sue Reichert

PB-01-003 Employee Under Contract. Effective Date - 10/15/96 Services of Helen Pass

PB-01-004 Employee Under Contract. Effective Date - 10/15/96 Services of Jeff Van Hulle

PB-01-005 Employee Under Contract. Effective Date - 12/9/96 Services of Linda Lewis

Category of Service	General Description of Service	Specific Service Elements
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PB-01-006 Employee Under Services of Andrea Eaton  
Contract. Effective Date - 12/9/96

PB-01-008 Employee Under Services of Frank Metler  
Contract. Effective Date - 10/15/96

PB-01-07 Employee Under Contract. Services of Don D'Avignon  
Effective Date - 1/5/97



## **Attachment 5.C**

**I. COMMENCEMENT DATE:** September, 1996

**II. DURATION OF SCHEDULE:**

Unless sooner terminated as provided in the General Administrative Services Agreement ("Agreement") or this Schedule, this shall be for an initial Term of one (1) year and shall continue thereafter until terminated as provided herein.

**III. DESCRIPTION:**

Nevada Bell will provide Pacific Bell Communications with planning, project management and implementation of Pacific Bell Communications joint marketing services.

**IV. PRICES:**

Prices for Services shall be determined according to Pacific Telesis Group Affiliate Transactions Policies, Guidelines and Reporting Requirements. Nevada Bell Transfer Pricing Administrators will prepare the pricing documentation for the Services.

The following expenses are 100% billable. These direct expenses shall include but not be limited to the following:

- Expenses and time spent performing planning, project management and implementation functions by Nevada Bell employees will be reported as direct expenses to designated tracking codes. Direct costs associated with these expenses will include loadings for benefits and administrative activities.
- Hours spent in startup training will be reported as direct expenses, and costs will include loadings for benefits and administrative activities.
- Programming costs, if any, for the Nevada Bell Automatic Call Distributor and IVR.
- Any administrative costs incurred by Nevada Bell to produce Pacific Bell Communications related information, i.e. Confirmation letters, product brochures, documents.
- Other miscellaneous expenses will include but not be limited to the following: travel, meals, transportation. These expenses will not incur benefit and administration costs.



**V. ORDERING CRITERIA:**

The following procedure(s) is to be followed in ordering the Service(s) covered by this Schedule:

The Service is provided on a continuous basis.

**VI. TERMINATION:**

Except as otherwise provided in the Agreement, either party may terminate this Schedule upon ninety (90) days prior written notice to the other party.

**VII. SPECIAL TERMS AND CONDITIONS:**

Notwithstanding any provisions to the contrary in the Agreement or any Schedules thereunder, the parties, solely for the purpose of Services offered under this Schedule, further agree as follows:

There are no special terms or conditions.

**VIII. NOTICES AND ADDRESSES:**

All notices or other communication hereunder concerning the Services described in this Schedule No. PBC-01-001 shall be deemed to have been duly given when made in writing and either a) delivered in person, b) delivered by an agent, such as an overnight or similar delivery service, or c) deposited in the United mail, postage prepaid, and addressed as follows:

To: Pacific Bell Communications  
5850 West Las Positas Blvd.  
Pleasanton, CA 94588  
Darius Brown

To: Nevada Bell  
645 E. Plumb Lane, Room C146  
Reno, NV 89502  
Attn. Transfer Pricing Administrator

Service Name: Statement of Market Operations and Strategic Planning Services  
Schedule No.: PBC-01-001 Effective: September, 1996  
General Administrative Services Agreement  
between Nevada Bell and Pacific Bell Communications  
Page 3 of 3 Date Prepared: 9/1/96

IX. This schedule No. PBC-01-001 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL COMMUNICATIONS

Approved By: [Signature]  
Print Name: Betsy J. Bernard  
Title: President & C.O.O.  
Date: 2-20-96

NEVADA BELL

Approved By: [Signature]  
Print Name: Michael P. Coffey  
Title: C.F.O. & Strategic Planning VP  
Date: 2/20/97

Form Approved - Legal Department  
By: [Signature]  
A.J. ROEWALD, General Counsel  
Date: 2/19/97

S.D

## **Attachment 5.D**

Category of Service	General Description of Service	Specific Service Elements
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A. Active Services - Non  
tariffed

PBC-01-001 - Nevada Bell will provide Pacific Bell project management and implementation of Pacific Bell Communications joint marketing services. Effective Date - 2/20/97	Specific services include expenses and time spent performing, planning, project management and implementation functions. Hours spent in startup training including loadings for benefits and administrative activities. Programming costs for Automatic Call
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## **Attachment 6**

St. Louis, April 28, 1997

REPLY DUE \_\_\_\_\_

MR. BLASE:  
MR. CARTER:  
MS. CHAMPION:  
MR. COLE:  
MR. EASON:  
MR. GALLEMORE:  
MR. GALVIN:  
MR. GLOTZBACH:  
MR. GILLIAM:  
MS. JENNINGS:  
MR. KAUFMAN:  
MR. LINDNER:  
MR. LOPEZ:  
MR. LYNCH:

MS. MARTINEZ:  
MR. MASTERS:  
MR. MORGAN:  
MS. PARKER:  
MR. PAYNE:  
MR. RICHTER:  
MS. SNYDER:  
MR. SHELLEY:  
MR. TAYLOR:  
MR. TURNER:  
MR. VEHIGE:  
MR. WALKOVIK:  
MR. HORACE WILKINS:  
MR. RAY WILKINS:

The Communications Act of 1996 provides that SWBT may not discriminate in favor of any 272 affiliate in the provision or procurement of goods, services, facilities and information, or in the establishment of standards. In addition to this non-discrimination requirement, neither SWBT nor any of its non-272 affiliates may engage in the "installation, operation, or maintenance" ("O&M") of a 272 affiliate's network, and no 272 affiliate may engage in the O&M of SWBT's network.

As we move toward interLATA freedom and beyond, SBC will be under intense external scrutiny regarding its compliance with these legal requirements. It is very important that all affiliate transactions between SWBT and any 272 affiliate fully comply with these guidelines; failure to do so could, by law, result in delay or outright loss of SBC's authority to offer interLATA services. Since some activities are performed on SWBT's behalf by other affiliates (e.g., product development and network planning), affiliate transactions between a 272 affiliate and any non-272 affiliate may also be required to comply with these guidelines.

To assist existing in-region subsidiaries in meeting their legal and regulatory obligations, an oversight team is being established, comprised of representatives from Regulatory, Legal and In-region Strategic Planning. Additionally, the team will also include appropriate representatives from California and Nevada; a letter similar to this one will be circulated to the necessary PacTel organizations.

The goal of this in-region team is to provide expedited review of all affiliate transactions between SWBT or a non-272 affiliate and any subsidiary that is either currently operating under 272 structural separations rules or is slated to do so within the next year. This "272



Oversight Team" will meet each Friday for the purpose of reviewing proposed requests for affiliate services or other joint activities and to provide assistance in ensuring that the proposed transaction meets the OI&M / nondiscrimination tests.

Because we are under the legal obligation to provide a point of interface for our own subsidiaries that is identical to that provided to unaffiliated third parties, it is necessary to establish two separate points of contact for the 272 Oversight Team:

- All 272 affiliate requests for any SWBT-provided services should be directed to the customer contact point appropriate for the service being ordered (BSC, CPAT, Regional Marketing, etc.)
- All other affiliate transactions or other joint activities involving a SBC 272 subsidiary should be submitted in writing to Mary Marks, Senior Attorney, under a heading claiming Attorney/Client privilege, in care of Corine Duft (cd4537@stlmail8.sbc.com) prior to initiating any direct contact with the subsidiary from which the service is to be requested. These requests should contain a clear, concise statement of the facts, together with any attachments (drawings, supporting documentation, etc.) that will serve to better illuminate the issue. All requests should be submitted no later than close of business on Wednesday.

Effective immediately, please begin to coordinate with this group before instituting any affiliate transactions or other joint activities between existing or planned 272 subsidiaries and any other SBC affiliate. This process should help to ensure compliance with provisions of federal regulations and to avoid the risk of sanctions or other actions by a regulatory agency that can result from noncompliance. Further, the responsibility for adherence to these rules rests with each of us, as set forth in the Code of Business Conduct.

Your assistance in disseminating this information to your employees is appreciated.



Zeke Robertson  
Senior Vice President - FCC



Durward D. Dupre  
Vice President & Associate General Counsel -  
Federal External Affairs, SWBT

CC: Mr. Allison  
Mr. Carey  
Mr. Casali  
Mr. Clay  
Mr. Dimmitt  
Mr. Drexel  
Mr. Eckhart  
Mr. Epperson  
Mr. Golden  
Mr. Harris  
Mr. Hull  
Mr. Jennings  
Mr. Kelly  
Ms. Kinney  
Mr. Kitchens  
Mr. Lane  
Ms. Legg  
Mr. Loehman  
Mr. Lucas  
Ms. Meuleman  
Mr. Pall  
Mr. Payne  
Mr. Porta  
Mr. Theiss  
Mr. Toppins  
Ms. Vann  
Mr. Young  
Mr. Zamora



## **Attachment 7**

AFFILIATE BILLING  
CONTRACT ADMINISTRATOR GUIDE

BILLING FOR SERVICES PERFORMED BY SOUTHWESTERN BELL TELEPHONE  
FOR AFFILIATED COMPANIES

<u>Section</u>	<u>Page</u>
I GENERAL	1-4
II BILLING INFORMATION	5-7
III PREPARATION OF FORM SW-2680, AFFILIATE BILLING DATA	8-10
IV REVENUE AND INCOME DISTRIBUTION	11-15
V MONTHLY UNITS DATA REPORTING, PREPARATION OF SW-2681 & SW-2681A	16-23
VI MONTHLY TAX DATA REPORTING, PREPARATION OF SW-2681T	24-27

## **GENERAL**

Effective January 1, 1984, Southwestern Bell Telephone Company (SWBT) began offering services to its affiliated companies. These services are provided under contract and billing is rendered according to contract terms. Establishment of billing terms and ongoing billing responsibilities are as follows:

### **Manager-Affiliate Services (Contracts)**

1. Coordinates overall pricing, costing and data provision efforts related to each contract.
2. Determines price of new services.
3. Prepares contracts and arranges for legal review and authorization by appropriate organizations.
4. Provides the Manager-Affiliate Services (Billing) and Contract Administrators with signed contracts and notification of any changes that occur.
5. Handles customer contacts.

**Contract Administrator\***

1. Initiates Forms SW-2680,\*\* Affiliate Billing Data, for each contract (schedule and addendum). Sends these forms to the Manager-Affiliate Services (Billing) at the beginning of the contract period (no later than January 15 of the year in which the contract is to be effective) and as changes in the contract occur. This form must be received by the Manager-Affiliate Services (Billing) no later than the 1st workday of the month in which a new rate or revenue distribution is to be effective. For example, if billing is to appear on the June bill, Form(s) SW-2680 must be received by the Manager-Affiliate Services (Billing) by June 1.
2. Determines source(s) for all units data. Provides all the summarized data to the Manager-Affiliate Services (Billing) on Form SW-2681\*\*, Affiliate Billing Data - Monthly Units, and, if applicable, Form SW-2681T\*\*, Affiliate Billing Tax Data, by the 15th calendar day of the month in which units are to be billed. (Contact Manager-Affiliate Services (Billing) for a current Affiliate Billing schedule.)

NOTE: \* This position must be occupied by a management employee.

\*\* Forms SW-2680, SW-2681, SW2681A and SW-2681T have a retention period of 10 years according to the September 1995 Operating Practice 47. Therefore, all backup documentation associated with these forms must also be retained.

3. Evaluates the accuracy of units data and performs a reasonableness check of amounts to be billed for each billing period. This is done by reviewing the monthly data that is to be sent to the Manager-Affiliate Services (Billing) and copies of the bills (affiliate billing detail) when they are received
4. Advises the Manager-Affiliate Services (Billing) in writing of early contract termination, renegotiation of terms, or changes in Contract Administrator prior to the 1st workday of the month in which billing (for the services) would normally occur.
5. Coordinates with the Manager-Affiliate Services (Billing) and the appropriate affiliate to resolve billing and payment problems.

**Manager-Affiliate Services (Billing)**

1. Analyzes and edits all forms.
2. Prepares and issues bills for each affiliate for which contract billing is applicable. Includes late payment charges, if applicable.
3. Prepares journalization for billed amounts.
4. Generates affiliate billing summaries and various related monthly reports.
5. Provides billing details to Contract Administrators via copies of Bills and Summary Reports.



**Area Manager-Affiliate Transactions**

1. Coordinates with Area Manager-Affiliate Services, Contract Administrators and the Manager-Affiliate Services (Billing) to develop methods and procedures for affiliate billing.